



Norfolk and Western Railway Company
Law Department
Roanoke, Virginia 24042

John S. Shannon
Vice President

Donald M. Tolmie
General Counsel

Thomas B. Mason
Richard A. Keeney
General Solicitors

Richard W. Kienle
Ronald W. Moore
James C. Bishop, Jr.
Richard W. Parker
Peter J. Hunter, Jr.
General Attorneys

William C. Wooldridge
Henry D. Light
Assistant General Solicitors

R. Curtis Steele, Jr.
Angelica Didier Lloyd
Assistant General Attorneys

J. Gary Lane
Attorney

RECEIVED
DEC 7 10 23 AM '78
I.C.C.
FREE OPERATION BR.

9890
RECORDATION NO. Filed 1425

DEC 7 1978 - 10 25 AM

INTERSTATE COMMERCE COMMISSION

December 7, 1978

No. 8-341A010

Date DEC 7 1978

Fee \$ 50.00

ICC Washington, D. C.

Mr. H. G. Homme, Jr.
Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Re: Norfolk and Western Railway Equipment Trust,
Series No. 8 - Finance Docket No. 28891

Dear Sir:

In accordance with Section 20c of the Interstate Commerce Act and the Commission's Rules, I submit herewith for recording with the Commission three counterparts, properly executed and acknowledged, of an Equipment Trust Agreement dated as of December 1, 1978, between First Pennsylvania Bank N.A., Trustee, and Norfolk and Western Railway Company, relating to equipment intended for use in connection with interstate commerce.

The parties to the transaction evidenced by the Equipment Trust Agreement are as follows:

TRUSTEE-LESSOR: First Pennsylvania Bank N.A.
Fifteenth and Chestnut Streets
Philadelphia, Pennsylvania 19101

LESSEE: Norfolk and Western Railway Company
8 North Jefferson Street
Roanoke, Virginia 24042

The equipment covered by the Equipment Trust Agreement is generally described as follows:

Mr. H. G. Homme, Jr.
Page 2

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Railroad's Road Numbers (both inclusive)</u>
35	3,000 h.p. 6-axle Diesel Electric Locomotives	C-C	8003 - 8037

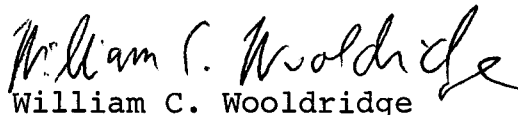
The equipment will be lettered "Norfolk and Western," "N&W," "NW," or with some other appropriate designation. In addition, the following legend, in letters not less than one inch in height, will be marked on each side of each unit of the equipment:

OWNED BY A BANK OR TRUST COMPANY UNDER A SECURITY
AGREEMENT FILED UNDER INTERSTATE COMMERCE ACT, SECTION 20c.

Norfolk and Western Railway Company's check for the required recordation fee of \$50 is enclosed.

Following recordation, please return two of the original counterparts, stamped with the Commission's recordation data, to our representative who delivered these instruments to you.

Very truly yours,


William C. Wooldridge

w/WCW
Enclosures

cc: Mr. D. P. Dorrian
Assistant Vice President
First Pennsylvania Bank N.A., Trustee

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

12//

12/7/78

**William C. Wooldridge
Norfolk & Western NW, Co .
Roanoke, VA. 24042**

Dear

Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,

49 U.S.C. 20(c), on

at

10:25am

12/7/78
and assigned recordation number(s)

9890

Sincerely Yours,



H.G. Homme, Jr.,

Secretary

Enclosure(s)

SE-30-T
(2/78)

ORIGINAL COUNTERPART
NO. 1

NORFOLK AND WESTERN RAILWAY EQUIPMENT TRUST

SERIES NO. 8

RECORDATION NO. *9890A* Filed 1425

SEP 17 1979 - 12 35 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT

Dated as of September 1, 1979

Supplementing

EQUIPMENT TRUST AGREEMENT

Dated as of December 1, 1978

Between

NORFOLK AND WESTERN RAILWAY COMPANY

And

FIRST PENNSYLVANIA BANK N.A., as Trustee

SUPPLEMENTAL AGREEMENT

AGREEMENT, dated as of September 1, 1979, between NORFOLK AND WESTERN RAILWAY COMPANY, a Virginia corporation (the "Company"), and FIRST PENNSYLVANIA BANK N.A., a corporation existing under the laws of the United States (the "Trustee").

R E C I T A L S

"Norfolk and Western Railway Equipment Trust, Series No. 8," was created by an Equipment Trust Agreement dated as of December 1, 1978 (the "Trust Agreement"), between the Trustee and the Company, which provided that the railroad equipment described in the Trust Agreement (the "Trust Equipment") was to be acquired by the Trustee and leased to the Company.

The Trust Agreement also provided that if the aggregate final Cost (as defined in the Trust Agreement) of the Trust Equipment shall be less than 125% of the aggregate principal amount of trust certificates issued thereunder (the "Trust Certificates"), the Company will cause to be transferred to the Trustee additional Trust Equipment in such amount and of such cost that the aggregate final Cost of the Trust

Equipment will be at least 125% of the aggregate principal amount of Trust Certificates issued thereunder.

The Company has determined that the aggregate final Cost of the Trust Equipment specifically described in the Trust Agreement is less than 125 % of the aggregate principal amount of Trust Certificates issued thereunder and now desires to cause to be transferred to the Trustee additional Trust Equipment.

* * * * *

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Company and the Trustee hereby agree as follows:

1. Schedule A to the Trust Agreement is hereby amended to include therein the following additional units of Trust Equipment:

<u>Number of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Unit</u>	<u>Total</u>
1	60' High Roof Boxcar, numbered 604555, Inter- national Car Company, builder	\$62,850	\$62,850

2. The Company shall cause this Supplemental Agreement to be recorded promptly with the Interstate Commerce Commission in the same manner as the Trust Agreement was recorded.

3. This Supplemental Agreement, which is dated for convenience as of September 1, 1979, may be executed in any number of counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute a single instrument.

4. The Trust Equipment hereinbefore described shall be subject to all of the terms and conditions set forth in the Trust Agreement as fully as if said terms and conditions were set forth in this Supplemental Agreement, and the Trust Agreement shall be deemed to be supplemented so as to include the Trust Equipment hereinbefore described from and after the date hereof. Except as modified by this Supplemental Agreement, all terms, covenants and provisions of the Trust Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Company and the Trustee have caused this instrument to be signed and acknowledged by their proper officers and their respective corporate seals

to be hereunto affixed and duly attested, as of the day and
year first above written.

NORFOLK AND WESTERN RAILWAY COMPANY

ATTEST:

L E Middleton
Secretary

By J. H. K. [Signature]
Vice President-Finance

FIRST PENNSYLVANIA BANK N.A., as Trustee

ATTEST:

[Signature]
ASSISTANT Secretary

By Wm. C. [Signature]
Vice President

On this 14th day of September 1979, before me personally appeared John R. Turbyfill, to me personally known, who, being by me duly sworn, says that he is Vice President - Finance of Norfolk and Western Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Jeannie B. Davis
Notary Public

My commission expires April 8, 1983

[illegible]

On this 6th day of September, 1979, before me personally appeared W. M. Krayer, to me personally known, who, being by me duly sworn, says that he is a Vice President of First Pennsylvania Bank N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument by him on this date was the free act and deed of said corporation.

Edith E. Bosworth
Notary Public

EDITH E. BOSWORTH, NOTARY PUBLIC
Philadelphia, Philadelphia County, Pa.
My Commission Expires Oct. 23, 1982

**I am not an officer or director
of the above corporation.**